



JOHN M. IX

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January 8, 2009

VIA FIRST CLASS MAIL

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
(DJ # 90-11-3-08502)
P.O. Box 7611
Washington, DC 20044-7611

Thomas Krueger, Esq.
Associate Regional Counsel
U.S. Environmental Protection Agency
Region 5
77 W. Jackson Blvd., Mail Code C-14J
Chicago, IL 60604

Dion Novak
Remedial Project Manager
U.S. Environmental Protection Agency
Region 5
77 W. Jackson Blvd., Mail Code SR-6J
Chicago, IL 60604

Cyprian Ejiasa
Comptroller
U.S. Environmental Protection Agency
Region 5
77 W. Jackson Blvd., Mail Code MF-10J
Chicago, IL 60604-3590

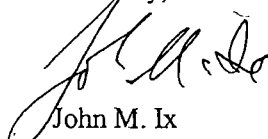
Re: United States v. T.L. Diamond & Co., Inc. and Theodore L. Diamond
Consent Decree (eff. 9/17/08)
EPA Region 5
Site/Spill I.D. No. B5Y7
DOJ Case No. 90-11-3-08502
Civil Action No. 3:08-cv-03079

Dear Sirs:

Pursuant to the above-referenced Consent Decree, enclosed please find a title report for the Eagle Zinc Site.

If you have any questions, please do not hesitate to contact me.

Sincerely,



John M. IX
Counsel

JMI:mjm
Enclosure

cc: Mr. Dion Novak (via e-mail w/ enclosure)
Thomas Krueger, Esq. (via e-mail w/ enclosure)



COMMITMENT FOR TITLE INSURANCE

ISSUED BY

FIRST AMERICAN TITLE INSURANCE COMPANY

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Exceptions in Schedule B.

The Conditions, Requirements and Standard Exceptions on the next page.

This Commitment is not valid without Schedule A and Schedule B.

First American Title Insurance Company

BY

PRESIDENT

ATTEST

SECRETARY



CONDITIONS

1. DEFINITIONS.

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS.

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) shown below are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown below
or
eliminate with our written consent any Exceptions shown in
Schedule B or the Standard Exceptions noted below.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.

STANDARD EXCEPTIONS

The following Standard Exceptions will be shown on your policy:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Easements, or claims of easements, not shown by the public records.
- (3) Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property..
- (4) Any lien, or right to lien, for services, labor, or other material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes, or special assessments, if any, not shown as existing liens by the public records.
- (6) Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

First American Title Insurance Company
#3 Club Centre Court, Suite A, Edwardsville, IL 62025
Phone (618)656-8616 Fax (866)596-4861
ALTA Commitment
Schedule A

Reference: **T.L. Diamond & Co.**

File No.: 1889853

1. **Effective Date:** January 07, 2009

2. **Policy or Policies to be issued:** **Amount:**

a. **ALTA Owner's Policy**

\$0.00

Proposed Insured:

b. **ALTA Loan Policy**

\$0.00

Proposed Insured:

, its successors and/or assigns

3. **The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title to the estate or interest in said land is at the effective date hereof vested in:**

T.L. Diamond & Co., Inc., a New York corporation.

4. **The mortgage and assignments, if any, covered by this Commitment are described as follows:**

To Be Furnished

5. The land referred to in this Commitment is described as follows:

Tract 1:

Part of the Southeast Quarter (SE 1/4) of Section 1, Township 8 North, Range 4 West, Third Principal Meridian, Montgomery County, Illinois, described as follows:

Beginning at an iron pin found at the northeast corner of said S.E. 1/4, Sec. 1, being at the intersection of two public roads, thence S. 0° 01' 03" W along the east line of the Section, also being along the center of Township Road 212 (T.R. 212), a distance of 495.06 feet to an iron pin; thence S. 89° 09' 03" W., 1757.88 feet to an iron pin; thence N. 0° 13' 38" W., 495.03 feet to an iron pin on the north line of said S.E. 1/4, Section 1, also being on the centerline of Smith Road; thence N. 89° 09' 03" E. along said north line and said road, a distance of 1759.99 feet to the point of beginning (P.O.B.) containing 20.00 acres, more or less.

Tract 2:

Part of the southeast quarter (S.E. 1/4) of Section 1 and the northeast quarter (NE 1/4) of Section 12, Township 8 North, Range 4 West and part of the southwest quarter of Section 6, Township 8 North, Range 3 West, Third Principal Meridian, Montgomery County, Illinois, described as follows:

Commencing at an iron pin found at the northeast corner of said S.E. 1/4, Section 1, thence S. 0° 01' 03" W. along the east line of the section, being the centerline of Township Rd. 212 (T.R. 212), a distance of 495.06 feet for a point of beginning (P.O.B.) thence continuing along said line, S. 0° 01' 03" W., 825.75 feet to an iron pin; thence S. 29° 42' 23" E., 1067.63 feet to the centerline of the abandoned C.C.C. & St. L. R.R. (Conrail); thence S. 52° 17' 20" W. along said centerline 129.14 feet to an iron pin set at the point of curvature of a 2 curve to the right of said railroad; thence continuing along the railroad centerline on a series of chords, with iron pins at each line change, the first chord being S. 54° 22' 13" W., 207.97 feet; thence S. 59° 26' 55" W., 299.88 feet; thence S. 65° 27' 09" W., 299.78 feet; thence S. 71° 27' 00" W., 299.84 feet; thence S. 77° 26' 51" W., 299.81 feet; thence S. 83° 06' 41" W., 266.85 feet; thence S. 86° 46' 43" W., 100.00 feet to the point of tangency of the railroad curve; thence continuing along the centerline of the railroad S. 87° 46' 53" W., tangent to said curve, a distance of 1416.74 feet to the intersection of the railroad centerline and the west line of said N.E. 1/4, Sec. 12; thence N. 1° 06' 42" W. along said west line, 49.51 feet to a chiseled X on the north right of way line of the railroad; thence continuing along said west line N. 1° 06' 42" W., 262.29 feet to an iron pin found at the corner between the N.E. 1/4, Sec. 12 and the S.E. 1/4, Sec. 1; thence continuing N. 1° 06' 42" W. along the west line of the S.E. 1/4, Sec. 1, 303.32 feet to an iron pin on the south right of way line of East Water Street, thence N. 89° 23' 13" E. along said right of way, 30.00 feet to an iron pin at the southeast corner of East Water Street and Larkin Street; thence N. 1° 06' 42" W. along the east line of Larkin Street, 42.74 feet to an iron pin; thence N. 89° 52' 04" E., 256.15 feet to an iron pin; thence N. 5° 09' 55" E., 102.05 feet to an iron pin; thence N. 89° 50' 42" E. 559.97 feet to an iron pin; thence N. 0° 13' 38" W., 884.80 feet to an iron pin on the north right of way line of Brailey Street; thence N. 89° 57' 04" E. along said line, 39.30 feet to an iron pin; thence N. 0° 13' 38" W., 810.80 feet to an iron pin which marks the southwest corner of Tract 1, as described above, thence N. 89° 09' 03" E., 1757.88 feet to the point of beginning, containing 117.15 acres, more or less, excepting therefrom a strip of right of way 49.50 feet wide north of centerline of the abandoned centerline as described herein, said exception being 3.76 acres, more or less, thus leaving 113.39 acres, more or less, as the total for Tract 2.

Except coal, gas and other mineral rights conveyed, excepted or reserved in prior

conveyances.

Situated in the County of Montgomery and State of Illinois.

Permanent Parcel No.'s: 16-01-476-002; 16-12-201-001; 17-06-351-020

Note: For informational purposes only, the land is known as:

, IL

THIS COMMITMENT IS VALID ONLY IF SCHEDULE B IS ATTACHED.

ALTA Commitment

Schedule B

Part I

File No.: 1889853

Schedule B of the policy or policies to be issued will contain the exceptions shown on the inside front cover of this Commitment and the following exceptions, unless same are disposed of to the satisfaction of the Company:

If any document referenced herein contains a covenant, condition or restriction violative of 42USC 3604(c), such covenant, condition or restriction to the extent of such violation is hereby deleted.

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
4. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes, or special assessments, if any, not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.
7. General taxes and assessments for the year 2008, 2009 and subsequent years which are not yet due and payable.

Tax identification no.: 16-01-476-002

Note for informational purposes 2007 taxes:

1st Installment in the amount of \$1,874.57 with a status of PAID. (Due Date 11/3/2008)

2nd Installment in the amount of \$1,874.57 with a status of PAID. (Due Date 12/3/2008)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

8. General taxes and assessments for the year 2008, 2009 and subsequent years which are not yet due and payable.

Tax identification no.: 16-12-201-001

Note for informational purposes 2007 taxes:

1st Installment in the amount of \$160.08 with a status of PAID. (Due Date 11/3/2008)
2nd Installment in the amount of \$160.08 with a status of PAID. (Due Date 12/3/2008)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

9. General taxes and assessments for the year 2008, 2009 and subsequent years which are not yet due and payable.

Tax identification no.: 17-06-351-020

Note for informational purposes 2007 taxes:

1st Installment in the amount of \$42.52 with a status of PAID. (Due Date 11/3/2008)
2nd Installment in the amount of \$42.52 with a status of PAID. (Due Date 12/3/2008)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

10. Rights of the Public, the State of Illinois and the Municipality in and to that part of the land, if any, taken or used for road purposes.
11. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
12. Any reference to acreage in the legal description is for description purposes only and is not an assurance of the quantity of land.
13. Survey of Eagle Picher Company, Hillsboro, Illinois Plant Property by Hurst-Rosche Engineers, Inc. recorded November 21, 1979 in Plat Slide 60.
14. Easement granted to Illinois Power Company, disclosed by instrument recorded in Book 44 Page 597 on October 8, 1946 .
15. Easement granted to Illinois Power Company, disclosed by instrument recorded in Book 43 Page 535 on August 16, 1947 .
16. Easement granted to Illinois Power Company, disclosed by instrument recorded in Book 155 Page 106 on January 15, 1988 .
17. Easement granted to The City of Hillsboro, Illinois, a municipal corporation, disclosed by instrument recorded in Book 121 Page 296 on October 29, 1993 .
18. SHOWN FOR INFORMATIONAL PURPOSES: Leaking Underground Storage Tank Environmental Notice recorded October 7, 2004 in Book 1029 Page 129.
19. Environmental Deed Restriction filed by T.L. Diamond and Company, Inc., recorded November 5, 2004 as Document No. 200400022650 in Book 1034 Page 151. (For further particulars, see record.)

20. Information should be furnished establishing the present value of the land and improvements thereon. If such value is greater than the amount of insurance requested, the amount of insurance should be amended to request an amount equivalent to the full value of the property, and, in default thereof, your attention is directed to the co-insurance provisions of the owner's policy.

NOTE for informational purposes: The final 2006 ALTA Policy issued will contain an arbitration provision. When the Amount of Insurance is \$2,000,000 or less, all arbitral matters in dispute shall be arbitrated at the option of either the Company or the Insured and will be the exclusive remedy available to the Parties. You may review a copy of the arbitration rules at <http://www.alta.org>.

End of Schedule B - Part I

MS

DEED

285956

THIS DEED OF CONVEYANCE, made and entered into this 64th day of March, 1984, by and between THE SHERWIN-WILLIAMS COMPANY, an Ohio corporation, with its principal offices at 101 Prospect Avenue, N.W., Cleveland, Ohio 44115 (hereinafter called "Grantor"), and T. L. DIAMOND & CO., INC., a New York corporation, with offices at 30 Rockefeller Plaza, New York, New York 10122 (hereinafter called "Grantee").

WITNESSETH:

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell and convey unto Grantee, its successors and assigns forever, that certain parcel of land, together with all improvements located thereon, in Montgomery County, Illinois, containing 133.39 acres, more or less, in Hillsboro, and being more fully bound and described as follows:

TRACT 1

Part of the southeast quarter (S.E. 1/4) of Section 1, Township 8 North, Range 4 West, Third principal meridian, Montgomery County, Illinois, described as follows:

Beginning at an iron pin found at the northeast corner of said S.E. 1/4, Sec. 1, being at the intersection of two public roads, thence S 0°01'03" W along the east line of the Section, also being along the center of Township Road 212 (T.R. 212), a distance of 495.06 feet to an iron pin; thence S 89°09'03" W, 1757.88 feet to an iron pin; thence N 0°13'38" W, 495.03 feet to an iron pin on the north line of said S.E. 1/4, Section 1, also being on the centerline of Smith Road; thence N 89°09'03" E along said north line and said road a distance of 1759.99 feet to the point of beginning (P.O.B.) containing 20.00 acres, more or less.

TRACT 2

Part of the southeast quarter (S.E. 1/4) of Section 1, and the northeast quarter (N.E. 1/4) of Section 12, Township 8 North, Range 4 West and part of the southwest quarter of Section 6, Township 8 North, Range 3 West, Third principal meridian, Montgomery County, Illinois, described as follows:

Commencing at an iron pin found at the northeast corner of said S.E. 1/4, Sec. 1, thence S 0°01'03" W along the east line of the section, being the centerline of Township Rd. 212 (T.R. 212), a distance of 495.06 feet for a point of beginning (P.O.B.) thence continuing along said line, S 0°01'03"

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W, 825.75 feet to an iron pin; thence S 29°42'23" E, 1067.63 feet to the centerline of the abandoned C.C.C. & St. L. R.R. (Conrail); thence S 52°17'20" W along said centerline 129.14 feet to an iron pin set at the point of curvature of a 2° curve to the right of said railroad; thence continuing along the railroad centerline on a series of chords, with iron pins at each line change, the first chord being S 54°22'13" W, 207.97 feet; thence S 59°26'55" W 299.88 feet; thence S 65°27'09" W, 299.78 feet; thence S 71°27'00" W, 299.84 feet; thence S 77°26'51" W, 299.81 feet; thence S 83°06'41" W 266.85 feet; thence S 86°46'43" W, 100.00 feet to the point of tangency of the railroad curve; thence continuing along the centerline of the railroad S 87°46'53" W, tangent to said curve, a distance of 1416.74 feet to the intersection of the railroad centerline and the west line of said N.E. 1/4, Sec. 12; thence N 1°06'42" W along said west line, 49.51 feet to a chiseled X on the north right of way line of the railroad; thence continuing along said west line N 1°06'42" W, 262.29 feet to an iron pin found at the corner between the N.E. 1/4, Sec. 12 and the S.E. 1/4, Sec. 1; thence continuing N 1°06'42" W along the west line of the S.E. 1/4, Sec. 1, 303.32 feet to an iron pin on the south right of way line of East Water Street; thence N 89°23'13" E along said right of way, 30.00 feet to an iron pin at the southeast corner of East Water Street and Larkin Street; thence N 1°06'42" W along the east line of Larkin Street, 42.74 feet to an iron pin; thence N 89°52'04" E, 256.15 feet to an iron pin; thence N 5°09'55" E, 102.05 feet to an iron pin; thence N 89°50'42" E, 559.97 feet to an iron pin; thence N 0°13'38" W, 884.80 feet to an iron pin on the north right of way line of Bralley Street; thence N 89°57'04" E along said line, 39.30 feet to an iron pin; then N 0°13'38" W, 810.80 feet to an iron pin which marks the southwest corner of Tract 1, as described above; thence N 89°09'03" E, 1757.88 feet to the point of beginning, containing 117.15 acres, more or less, excepting therefrom a strip of right of way 49.5 feet wide north of centerline of the abandoned centerline as described herein, said exception being 3.76 acres, more or less, thus leaving 113.39 acres, more or less, as the total for Tract 2.

TO HAVE AND TO HOLD the premises with rights and appurtenances thereunto belonging to Grantee, its successors and assigns, forever.

This conveyance is made subject to applicable zoning laws, ordinances, regulations and restrictions and to all easements, rights of way, exceptions, reservations, restrictions and conditions contained in prior instruments of record in the chain of title to the premises; and this conveyance excepts all coal underlying Tracts 1 and 2, above, with the right to mine and remove the same, and all easements and rights contained in the severance thereof.

3000 001 400

Grantor for itself, its successors and assigns, warrants and covenants with Grantee to defend the title to the property hereby conveyed against the lawful claims and demands of all persons claiming by, through or under Grantor, but no other.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seal to be affixed as of the day and year first above written.

WITNESS:

THE SHERWIN-WILLIAMS COMPANY

[Signature]
[Signature]

By:

[Signature]
 Assistant Secretary

STATE OF OHIO)

) SS:

COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said county and state, appeared J. J. Miller, to me personally known, who, being by me sworn, did say that he is the Assistant Secretary of The Sherwin-Williams Company, the corporation named in and which executed the foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and, that said instrument is his free act and deed individually and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 6th day of March, 1984.

[Signature]
 Notary Public

DEBRA ANN WEBER

My commission expires: Notary Public, State of Ohio, Cuyahoga Cty.
 My Commission Expires Dec. 18, 1988

This instrument prepared by:
 Michael A. Poklar, Esq.
 101 Prospect Avenue, N.W.
 Cleveland, Ohio 44115

285956

STATE OF ILLINOIS } SS
 MONTGOMERY COUNTY }
 Filed for Record

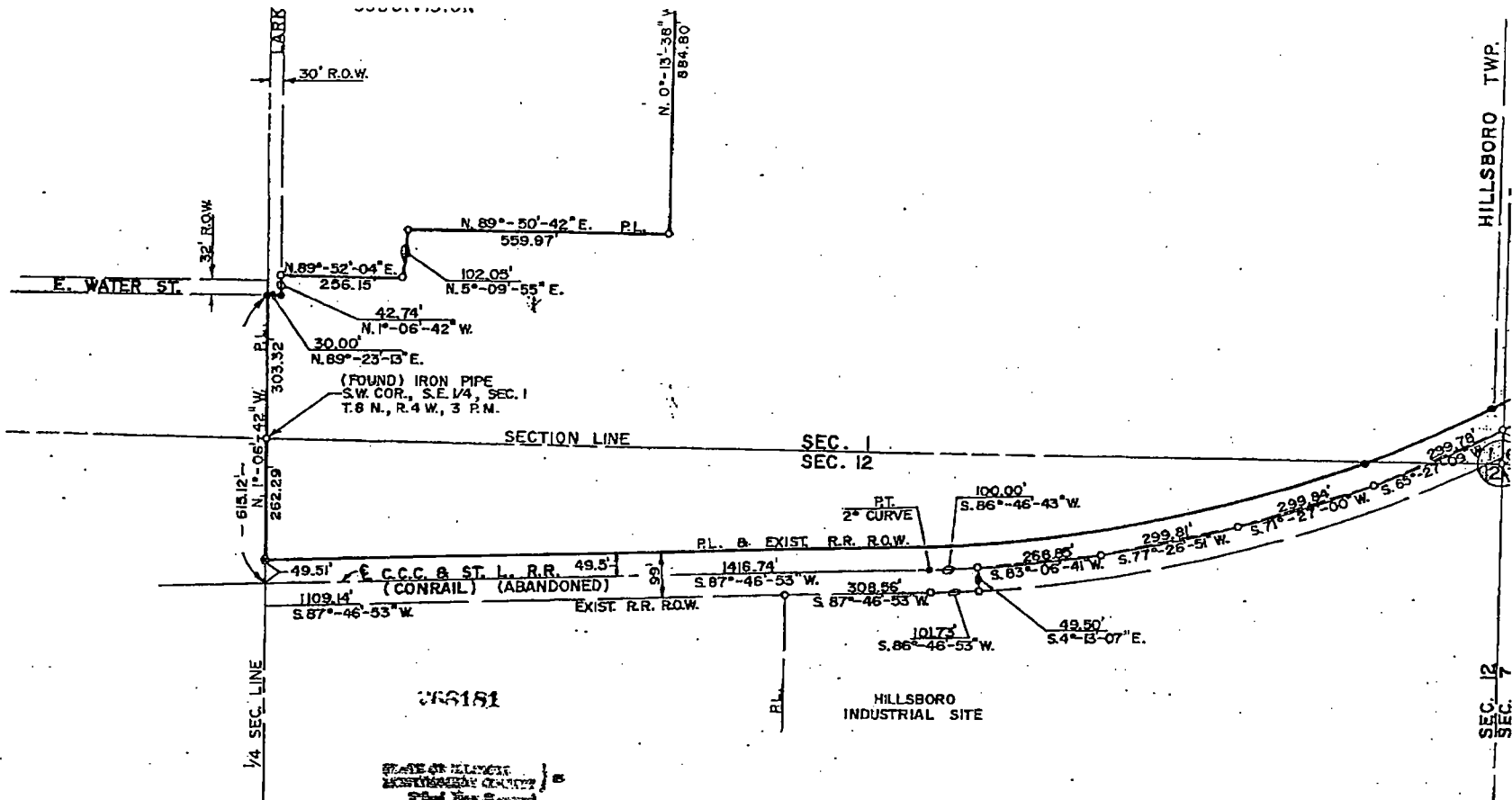
MAR 15 1984

Hour of 1:30 o'clock P.

minutes in month 321 of

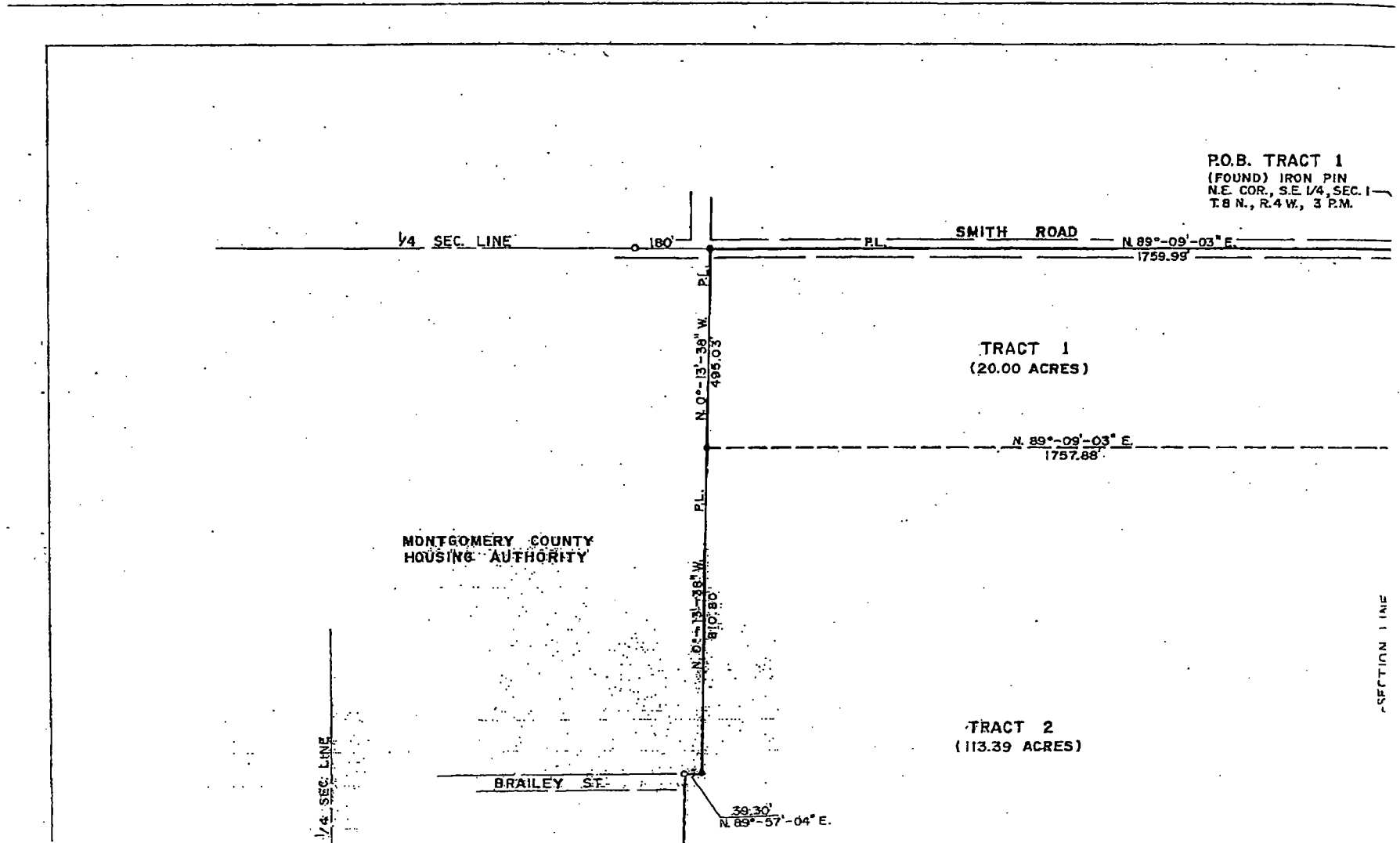
page 463

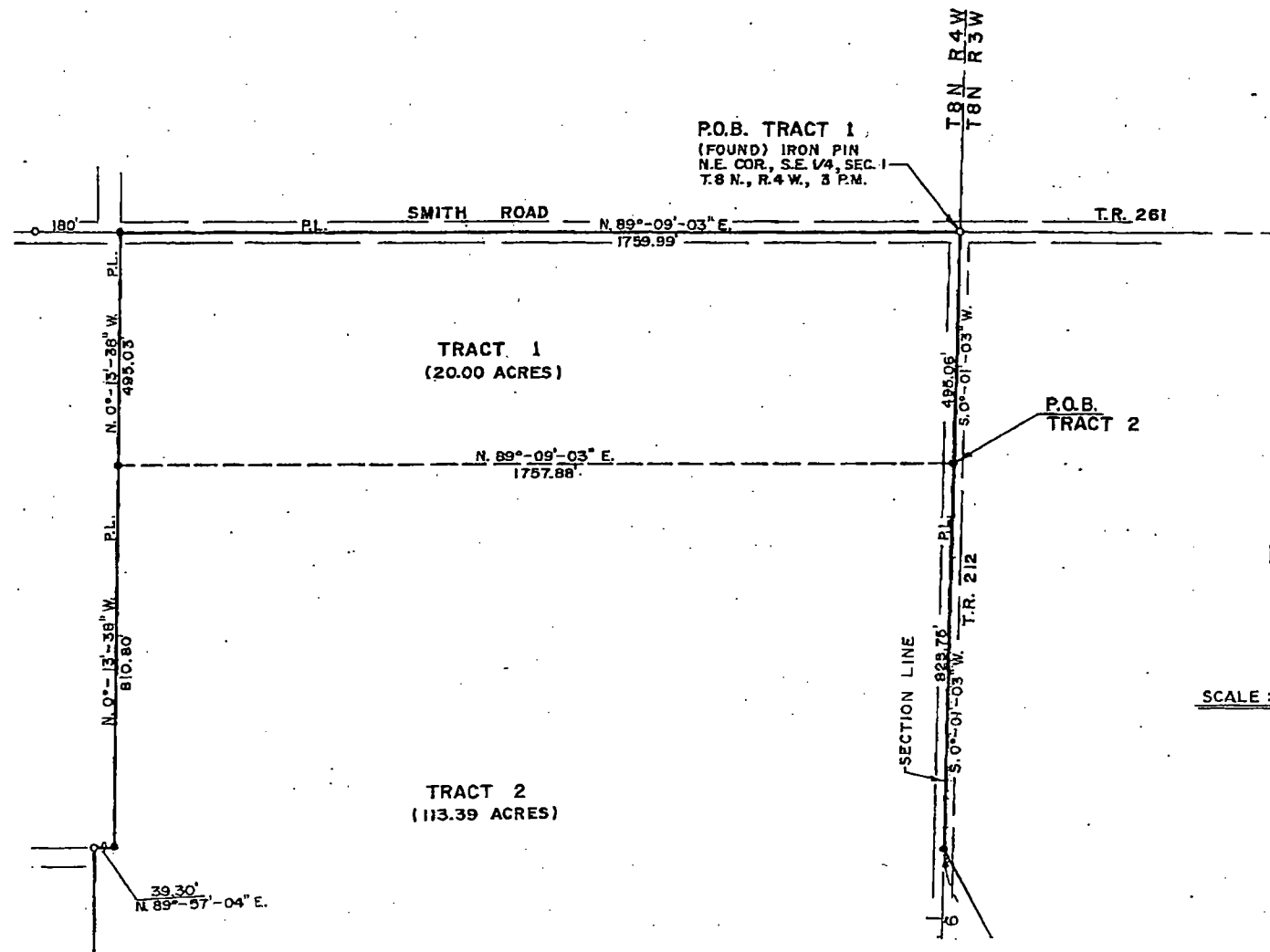
RECORDED



STATE OF ILLINOIS
NOTARY PUBLIC
JAN 8 2009
HILLSBORO INDUSTRIAL SITE
JAN 8 2009

NOTE:
BEARINGS ARE BASED ON THE F
FOR THE HILLSBORO INDUSTRI
USED THE EAST LINE OF SECT
NORTH.





SCALE: 1" = 200'

T.R. 261

P.O.B.
TRACT 2

SCALE: 1" = 200'

TRACT 1

PART OF THE SOUTHEAST QUARTER (S.E. 1/4) OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 4 WEST, THIRD PRINCIPAL MERIDIAN, MONTGOMERY COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

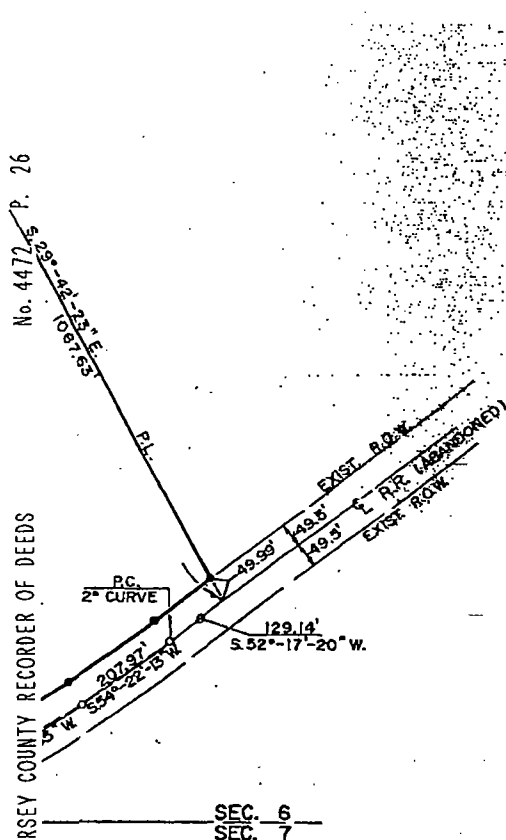
BEGINNING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID S.E. 1/4, SEC. 1, BEING AT THE INTERSECTION OF TWO PUBLIC ROADS, THENCE S 0°01'03" N ALONG THE EAST LINE OF THE SECTION, ALSO BEING ALONG THE CENTER OF TOWNSHIP ROAD 212 (T.R. 212), A DISTANCE OF 495.06 FEET, TO AN IRON PIN; THENCE S 89°09'03" W, 1757.88 FEET TO AN IRON PIN; THENCE N 0°12'38" N, 495.03 FEET TO AN IRON PIN ON THE NORTH LINE OF SAID S.E. 1/4, SECTION 1, ALSO BEING ON THE CENTERLINE OF SMITH ROAD; THENCE N 89°09'03" E ALONG SAID NORTH LINE AND SAID ROAD A DISTANCE OF 1759.99 FEET TO THE POINT OF BEGINNING (P.O.B.) CONTAINING 20.00 ACRES, MORE OR LESS.

TRACT 2

PART OF THE SOUTHEAST QUARTER (S.E. 1/4) OF SECTION 1 AND THE NORTHEAST QUARTER (N.E. 1/4) OF SECTION 12, TOWNSHIP 8 NORTH, RANGE 4 WEST AND PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 3 WEST, THIRD PRINCIPAL MERIDIAN, MONTGOMERY COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID S.E. 1/4, SEC. 1, THENCE S 0°01'03" N ALONG THE EAST LINE OF THE SECTION, BEING THE CENTERLINE OF TOWNSHIP ROAD 212 (T.R. 212), A DISTANCE OF 495.06 FEET FOR A POINT OF BEGINNING (P.O.B.) THENCE CONTINUING ALONG SAID LINE, S 0°01'03" N, 825.75 FEET TO AN IRON PIN; THENCE S 29°42'23" E, 1067.63 FEET TO THE CENTERLINE OF THE ABANDONED C.C.C. & ST. L. R.R. (CONRAIL); THENCE S 62°17'20" N ALONG SAID CENTERLINE 129.14 FEET TO AN IRON PIN SET AT THE POINT OF CURVATURE OF A 2° CURVE TO THE RIGHT OF SAID RAILROAD; THENCE CONTINUING ALONG THE RAILROAD CENTERLINE ON A SERIES OF CHORDS, WITH IRON PINS AT EACH LINE CHANGE, THE FIRST CHORD BEING S 64°22'13" N, 207.97 FEET; THENCE S 59°26'55" N 299.88 FEET; THENCE S 65°27'09" N, 299.78 FEET; THENCE S 71°27'00" N, 299.84 FEET; THENCE S 77°26'51" N,

Jan. 8. 2009 2:21PM
ND) IRON PIN
COR., SEC. 1
V., R.4 W., 3 P.M.



LEGEND

- IRON PIN (FOUND)
- IRON PIN (SET)
- ⊗ CHISELED X-CUT

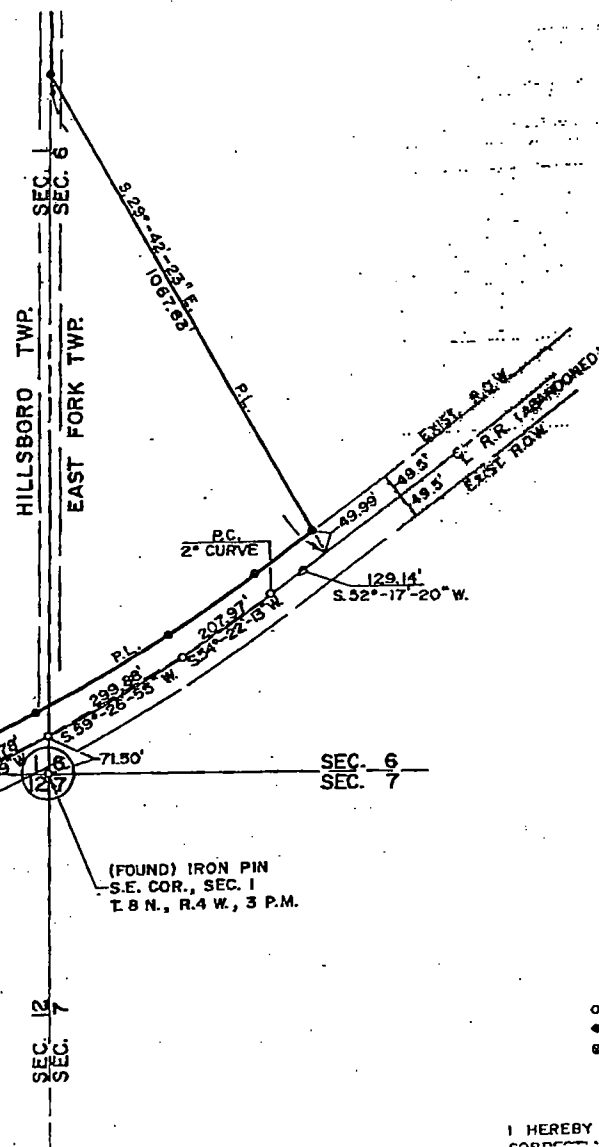
ABANDONED C.C.C. & ST. L. R.R. (CONRAIL); THENCE S52°17'20" W ALONG SAID CENTERLINE 129.14 FEET TO AN IRON PIN SET AT THE POINT OF CURVATURE OF A 2° CURVE TO THE RIGHT OF SAID RAILROAD; THENCE CONTINUING ALONG THE RAILROAD CENTERLINE ON A SERIES OF CHORDS, WITH IRON PINS AT EACH LINE CHANGE, THE FIRST CHORD BEING S64°22'13" W, 207.97 FEET; THENCE S59°26'56" W 299.88 FEET; THENCE S65°27'09" W, 299.78 FEET; THENCE S 71°27'00" W, 299.84 FEET; THENCE S77°26'51" W, 299.81 FEET; THENCE S 83°06'41" W 266.89 FEET; THENCE S 86°46'43" W, 100.00 FEET TO THE POINT OF TANGENCY OF THE RAILROAD CURVE; THENCE CONTINUING ALONG THE CENTERLINE OF THE RAILROAD S 87°46'53" W, TANGENT TO SAID CURVE; A DISTANCE OF 1416.74 FEET TO THE INTERSECTION OF THE RAILROAD CENTERLINE AND THE WEST LINE OF SAID N.E. 1/4, SEC. 12; THENCE N 1°06'42" W ALONG SAID WEST LINE, 49.51 FEET TO A CHISELED X ON THE NORTH RIGHT OF WAY LINE OF THE RAILROAD; THENCE CONTINUING ALONG SAID WEST LINE N 1°06'42" W, 282.29 FEET TO AN IRON PIN FOUND AT THE CORNER BETWEEN THE N.E. 1/4, SEC. 12 AND THE S.E. 1/4, SEC. 1; THENCE CONTINUING N 1°06'42" W ALONG THE WEST LINE OF THE S.E. 1/4, SEC. 1, 303.32 FEET TO AN IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF EAST WATER STREET; THENCE N89°23'13" E ALONG SAID RIGHT OF WAY, 30.00 FEET TO AN IRON PIN AT THE SOUTH-EAST CORNER OF EAST WATER STREET AND LARKIN STREET; THENCE N 1°06'42" W ALONG THE EAST LINE OF LARKIN STREET, 42.74 FEET TO AN IRON PIN; THENCE N 89°52'04" E, 256.15 FEET TO AN IRON PIN; THENCE N 5°09'55" E, 102.05 FEET TO AN IRON PIN; THENCE N 89°50'42" E, 559.97 FEET TO AN IRON PIN; THENCE N 0°13'38" W, 884.80 FEET TO AN IRON PIN ON THE NORTH RIGHT OF WAY LINE OF BRAILEY STREET; THENCE N 89°57'04" E ALONG SAID LINE, 39.30 FEET TO AN IRON PIN; THEN N 0°13'38" W, 810.80 FEET TO AN IRON PIN WHICH MARKS THE SOUTHWEST CORNER OF TRACT 1, AS DESCRIBED ABOVE; THENCE N 89°09'03" E, 1757.88 FEET TO THE POINT OF BEGINNING, CONTAINING 117.15 ACRES, MORE OR LESS, EXCEPTING THEREFROM A STRIP OF RIGHT OF WAY 49.5 FEET WIDE NORTH OF CENTERLINE OF THE ABANDONED CENTERLINE AS DESCRIBED HEREIN, SAID EXCEPTION BEING 3.76 ACRES, MORE OR LESS, THUS LEAVING 113.39 ACRES, MORE OR LESS, AS THE TOTAL FOR TRACT 2.

SURVEY OF
EAGLE PICHER COMPANY
HILLSBORO, ILLINOIS PLANT PROPERTY

I HEREBY CERTIFY THAT THE DATE ABOVE MENTIONED

Jan. 8, 2009 2:21 PM
HILLSBORO
TOWNSHIP
SCHOOL SITE

(113.39 ACRES)

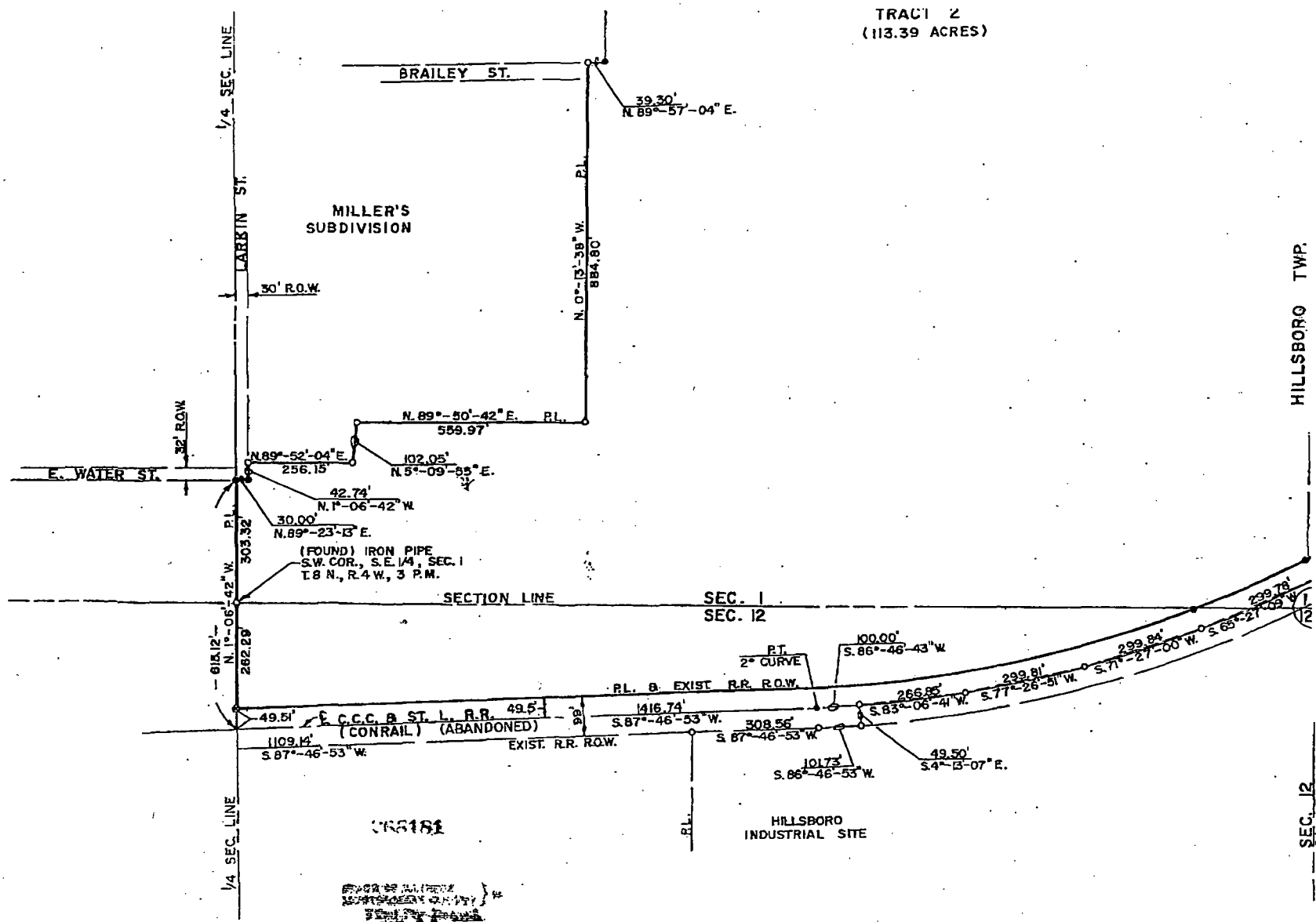


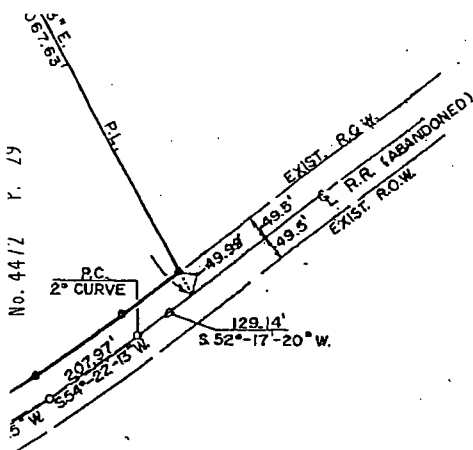
LEGEND

- IRON PIN (FOUND)
- IRON PIN (SET)
- CHISELED X-CUT

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON
CORRECTLY REPRESENTS THE SURVEY

REMARKS: SAID CENTERLINE IS
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MORE OR LESS, AS THE





SEC. 6
SEC. 7

1 IRON PIN
R., SEC. 1
R.4 W., 3 P.M.

LEGEND

- IRON PIN (FOUND)
- IRON PIN (SET)
- ⊗ CHISELED X-CUT

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON
CORRECTLY REPRESENTS A SURVEY MADE UNDER MY
SUPERVISION, DATED THIS 31 ST. DAY OF OCTOBER, 1979.

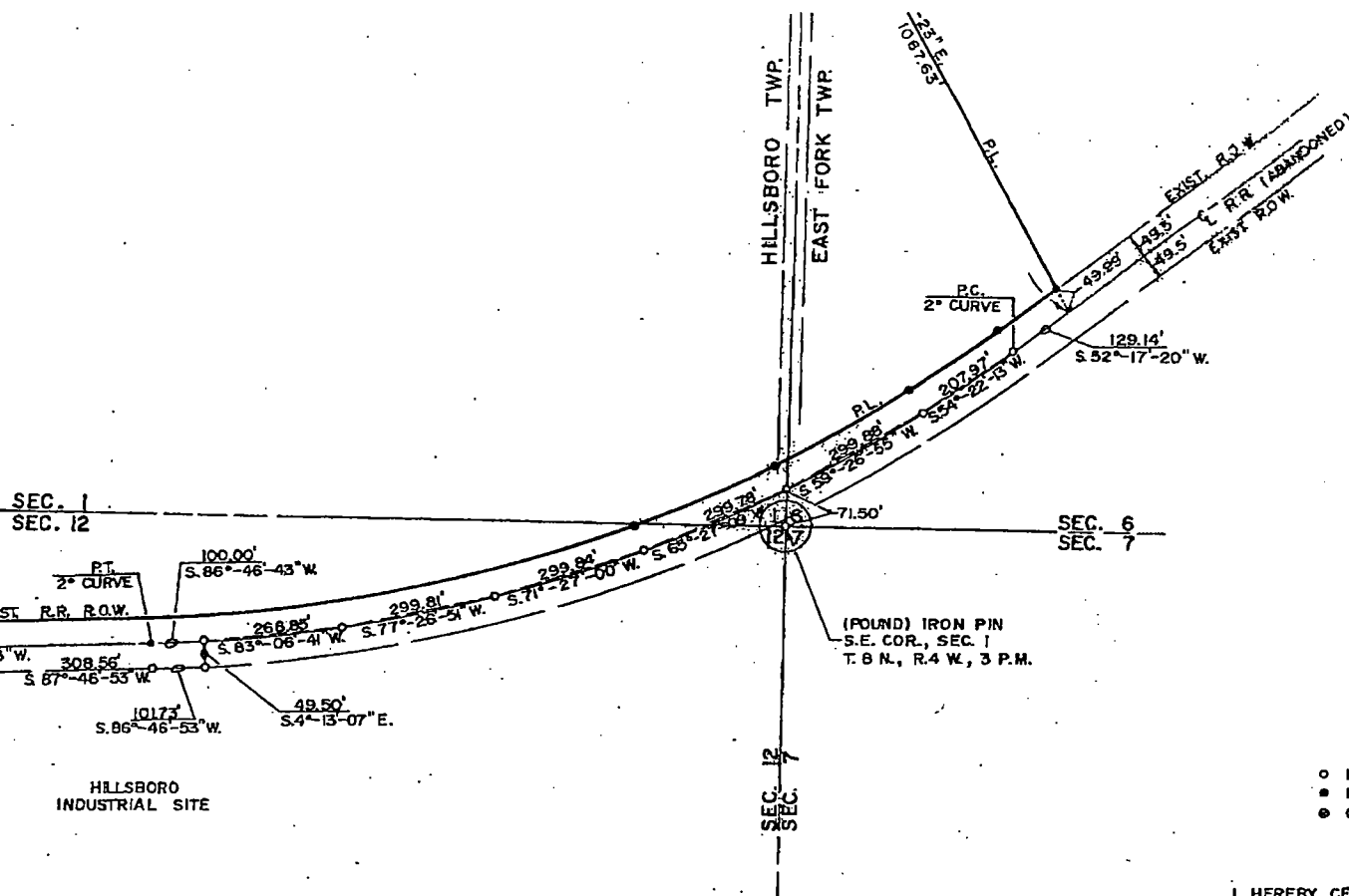
Walter J. Miller

WALTER A. MILLER, REGISTERED ILLINOIS LAND SURVEYOR NO. 1636

SURVEY OF
EAGLE PICHER COMPANY
HILLSBORO, ILLINOIS PLANT PROPERTY

THIS INSTRUMENT WAS PREPARED BY
HURST-ROSCHÉ ENGINEERS, INC.
HILLSBORO, ILLINOIS

H-R 1066-9 10-79



NOTE:
BEARINGS ARE BASED ON THE RECORDED PLAT
FOR THE HILLSBORO INDUSTRIAL SITE WHICH
USED THE EAST LINE OF SECTION 12 AS TRUE
NORTH.

LEGEND

- IRON PIN (FOUND)
- IRON PIN (SET)
- CHISELED X-CUT

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREO
CORRECTLY REPRESENTS A SURVEY MADE UNDER M
SUPERVISION, DATED THIS 31 ST. DAY OF OCTOBER, 1

Walter J. Miller
WALTER J. MILLER, REGISTERED ILLINOIS LAND SURVEYOR NO. 1

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For and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, the undersigned Eagle-Picher Company of Cincinnati, Ohio a Corporation organized and existing under the Laws of the State of Ohio.

In the event operations of the Grantor should so require, the Grantee, at Grantor's option, shall move said pole line to another location on Grantor's premises, said location to be selected by Grantor so as not to interfere with Grantor's operations.

Grantor herein, do hereby grant, convey and warrant unto ILLINOIS POWER COMPANY, an Illinois Corporation, Grantee herein, its successors, assigns and lessees, the perpetual right and easement to erect, reconstruct, operate and maintain under varying conditions of operation, renew and remove, a wood pole line for the transmission and distribution of electric energy and for Grantee's communication system, together with all other equipment appurtenant thereto, in, over, upon and

across certain lands owned by Grantor, situated in Montgomery County, State of Illinois, and described as follows:

Beginning at a point 10.75 chains east of the center of section 1, T-5-N, R-4-W of the Third Principal Meridian, thence running east to the east line of said section, thence south along said section line 60 chains, thence west to a place directly south of the place of beginning, thence north 20 chains to the place of beginning and containing 58 1/2 acres, more or less.

and any lands of Grantor contiguous thereto now owned or hereafter acquired by Grantor which affect the right-of-way of said electric line, and hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State; said electric line to be located upon said premises substantially as follows:

Beginning at a point on a now existing electric line on the north line of said property, approximately 1200 feet west of the northeast corner thereof and thence south on said now existing electric line approximately 487 feet, thence running in an easterly direction to a point approximately 540 feet south of said north line and approximately 88 feet west of the east property or fence line and thence in a northeasterly direction to said east property or fence line at a point in and near the northeast corner of said property.

together with the right of ingress to and egress from such lands over lands of Grantor for the purpose of patrolling said line, or repairing or renewing the same, and for doing anything necessary for the enjoyment of the easement herein granted and to trim or fell such trees, branches, shrubbery, bushes and remove such other obstacles as may interfere with the safe, proper and expeditious erection, operation and maintenance, under varying conditions of operation, renewal and removal of said line, or any part thereof, without further payment therefor except as hereinafter provided.

Any damages to crops and fences of the Grantor caused by the erection, reconstruction, operation and maintenance under varying conditions of operation, renewal and removal of said line, if the repair thereof or the amount thereof be mutually agreed upon, such amount shall be immediately paid by Grantee, but if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by Grantor, one by Grantee, their heirs, successors, administrators, assigns or lessees, and the third by the two so selected, and the amount of damages determined by such persons or a majority of them shall be conclusive and binding upon the parties hereto, their heirs, administrators, successors, assigns and lessees, and Grantee shall thereupon pay the amount so determined.

This instrument is executed and accepted with the express understanding that the Grantee herein is not bound to do or perform any act or pay any consideration except as herein expressly as provided.

Subject to the foregoing this grant shall be binding upon the heirs, successors, administrators and assigns of the undersigned.

WITNESS the hand and seal of the Grantor(s), this 5th day of July, 1946

WITNESSED BY:

Alberts L. Smith (SEAL)

THE EAGLE-PICHER COMPANY (SEAL)

Dell Brooks (SEAL)

By: W R Pice (SEAL)

Vice President (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

ACCEPTED

ILLINOIS POWER COMPANY.

By I. R. Abbott
Asst Vice-President

STATE OF

COUNTY OF

ss.

I,

, a Notary Public in

and for said County in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

GIVEN under my hand and seal this day of

A. D. 19

My Commission Expires

Notary Public.

Filed for Record the 5th

day of October

A. D. 1946

, at 10:20

o'clock A. M.

44-597

EASEMENT

For and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, the undersigned:

The Eagle-Richter Company, a corporation duly organized and existing under and by virtue of the laws of the State of Ohio, having its principal office in the city of Cincinnati, in the County of Hamilton and State of Ohio.

Grantor herein, do hereby grant, convey and warrant unto ILLINOIS POWER COMPANY, an Illinois Corporation, Grantee herein, its successors, assigns and lessees, the perpetual right and easement to erect, reconstruct, operate and maintain under varying conditions of operation, renew and remove, a wood pole line for the transmission and distribution of electric energy and for Grantee's communication system, together with all other equipment appur-

tenant thereto, in, over, upon and across certain lands owned by Grantor, situated in MONTGOMERY County, State of Illinois, and described as follows:

Subject to the coal rights heretofore conveyed and also subject to the right-of-way of the Indianapolis & St. Louis Railroad as now located; All that part of the north half (N 1/2) of the northeast quarter (NE 1/4) of section twelve (12) lying north of the right-of-way of said Railroad; Also the south half (S 1/2) of the southeast quarter (SE 1/4) of section one (1), excepting a tract in the northwest (NW) corner described as follows; beginning at the northwest (NW) corner of said south half (S 1/2) of the southeast quarter (SE 1/4) of section one (1), and running thence east 850 feet, thence south 870 feet, thence west 560 feet, thence south 100 feet, thence west 290 feet to the west line of said southeast quarter (SE 1/4) of section one (1), thence north on said line 970 feet to the place of beginning, and all being situated in Township eight (8) north, Range four (4) west of the Third Principal Meridian; Also part of the southwest quarter (SW 1/4) of section six (6), Township eight (8) north, Range three (3) west of the Third Principal Meridian, described as follows; beginning at a point on the west line of said quarter section where the same is crossed by the north line of the right-of-way of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, running thence northeasterly along the north line of the right-of-way of said Railway Company 595 feet, thence northwesterly 1012 feet to the west line of said quarter section, thence south along the west line of said quarter section to the place of beginning.

The easement as herein granted also provides for the location of a sub-station occupying a space approximately fifty (50) feet by fifty (50) feet near the east line of said section one (1) as described herein, where said electric line crosses the east line of said section (1).

It is further provided, that should the location of said electric line or sub-station as mentioned herein, interfere with any construction or expansion in the future by the grantor hereof, then said grantee shall at its own expense, relocate said electric line or sub-station on the property herein described, at a new location to be agreed upon by the grantor and the grantee hereof.

(continued on next page)

BOOK

43 PAGE 536

and any lands of Grantor... contiguous thereto now owned or hereafter acquired by Grantor... which affect the right-of-way of said electric line, and hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State; said electric line to be located upon said premises substantially as follows: Beginning at a point approximately 850 feet east and 550 feet south of the SW corner of the S 1/2 of section one (1) as described above and thence to continue east approximately 100 feet, and thence in a southerly direction approximately 960 feet, thence east approximately 660 feet, and thence in a northeasterly direction approximately 950 feet to the east line of said section one (1) and thence in the same general northeasterly direction approximately 592 feet across the southerly part of that part of the SW 1/4 of section six (6) as described above and thence south to the south line of said tract;

together with the right of ingress to and egress from such lands over lands of Grantor... for the purpose of patrolling said line, or repairing or renewing the same, and for doing anything necessary for the enjoyment of the easement herein granted and to trim or fell such trees, branches, shrubbery, bushes and remove such other obstacles as may interfere with the safe, proper and expeditious erection, operation and maintenance, under varying conditions of operation, renewal and removal of said line, or any part thereof, without further payment therefor except as hereinafter provided.

Any damages to crops and fences of the Grantor... caused by the erection, reconstruction, operation and maintenance under varying conditions of operation, renewal and removal of said line, if the repair thereof or the amount thereof be mutually agreed upon, such amount shall be immediately paid by Grantee, but if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by Grantor... one by Grantee, their heirs, successors, administrators, assigns or lessees, and the third by the two so selected, and the amount of damages determined by such persons, or a majority of them shall be conclusive and binding upon the parties herein, their heirs, administrators, successors, assigns and lessees, and Grantee shall thereupon pay the amount so determined.

This instrument is executed and accepted with the express understanding that the Grantee herein is not bound to do or perform any act, or pay any consideration except as herein expressly provided.

Witness my hand and seal of the Recorder of Deeds, this 15th day of July 1947.



(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

THE MABLE POWER COMPANY
Vice President

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

ACCEPTED

ILLINOIS MABLE POWER COMPANY

By

[Signature]
Vice President

(continued on next page)

EASEMENT

306290

The undersigned Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do (does) hereby grant, bargain, sell, convey and warrant unto the ILLINOIS POWER COMPANY, an Illinois corporation, Grantee, its successors and assigns, the perpetual right and easement to erect, reconstruct, operate, patrol, maintain, repair, renew and remove electric transmission and distribution lines, poles, anchor stubs, braces, guys, cross arms, insulators, conductors, ground wires, cables and counterpoises, and other equipment appurtenant thereto, including signal and telephone lines and equipment, for the transmission and distribution of electric energy through, over and across certain lands owned by Grantor(s) in the County of Montgomery, State of Illinois, and described as follows:

A strip of land 20 feet in width over, through and across a part of the North Half of the Southeast Quarter of Section 1, Township 8 North, Range 4 West of the 3rd Principal Meridian, described as follows:

Beginning at the Northeast corner of the Southeast Quarter of Section 1, being at the intersection of two public roads; thence South 0° 01' 03" West along the East line of said Section 1 a distance of 495.06 feet; thence South 89° 09' 03" West 1,757.88 feet to an iron pin; thence North 0° 13' 38" West 495.03 feet to an iron pin on the North line of said Southeast Quarter, also being on the centerline of Smith Road; thence North 89° 09' 03" East along said North line a distance of 1,759.99 feet to the point of beginning;

The centerline of said 20-foot strip of land is described as beginning on the West line of the above described tract of land at a point 1 foot South of the South right of way line of Smith Road extended; thence extending East parallel to and 1 foot South of the said South right of way line of Smith Road to a point of exit on the East line of the Northeast Quarter of the Southeast Quarter of said Section 1;

SUBJECT TO the rights of the public in and to the right of way of public roads.

including the right to clear said easement of obstacles and obstructions. Grantor(s) further grants the right to use for said purposes the adjacent roads, streets and alleys, and to use reasonable working space adjacent to said easement during erection, reconstruction, operation, maintenance, renewal or removal of said electric lines, and the right of ingress to and egress from said easement for the purposes aforesaid over existing roadways or over a route designated by Grantor(s) and the right to trim, spray with a toxic substance, or fell such trees, branches, shrubbery and bushes and to remove such other obstacles as may interfere with the safe, proper and expeditious use of said easement for any of the afore-said purposes under varying conditions of operation without further payment therefor except as hereinafter provided. The center line of the above Easement Strip shall be established by the longitudinal center of said electric lines upon initial erection; and upon any reconstruction, renewal or replacement or substitution thereof in whole or in part the locations of poles may be changed, but as nearly as practicable such poles or structures shall be located over and upon said center line.

Grantee shall repair any damage to property of Grantor(s) or pay any damages which may be caused to property of Grantor(s) in the process of exercising any of the rights herein granted; said damages if not mutually agreed upon shall be ascertained by three disinterested persons, one of whom shall be selected by Grantor(s) and one by Grantee, their heirs, successors, assigns or lessees, respectively, and the third by the two so selected. The damages determined by such persons or a majority of them shall be conclusive and binding on the parties hereto and Grantee shall thereupon pay the amount so determined.

Grantor(s) reserves the right to make other uses of the land within said easement provided that such uses shall not interfere with the rights and easements hereinbefore granted to Grantee and shall not create hazardous conditions and Grantor(s) shall not erect permanent structures or plant trees thereon, and hereby releases and waives all rights under and by virtue of the homestead exemption laws of this state.

This instrument is executed and accepted with the express understanding that the Grantee herein is not bound to do or perform any act, or pay any consideration except as herein expressly provided.

WITNESS the hand and seal of the Grantor(s) this 30 day of November, 1987.

T. L. DIAMOND & COMPANY, INC.

Arthur Chas. Martel
Plant Manager

(SEAL) By:

Theodore L. Diamond, President

(SEAL) By:

C. W. Diamond, Secretary

ACCEPTED:

ILLINOIS POWER COMPANY

By

H. D. Simcox
Director-Real Estate
H. D. Simcox
Supervisor-Real Estate

155 107

The undersigned, tenant in possession of the land described in the foregoing instrument, in consideration of the payments to the Grantor(s) therein provided, hereby adopts and joins in the execution of same and consents to the enjoyment by the Grantee of the rights granted therein.

Dated: _____

Tenant

STATE OF _____)

) SS.

COUNTY OF _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed, and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of home-
stead.

GIVEN under my hand and seal this _____ day of _____, A.D., 19____.

My Commission Expires _____

Notary Public

STATE OF _____)

) SS.

COUNTY OF _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed, and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of home-
stead.

Given under my hand and seal this _____ day of _____, A.D., 19____.

My Commission Expires _____

Notary PublicSTATE OF New York)COUNTY OF New York)

) SS.

I, Helen Epstein, a Notary Public in and for said County in the State aforesaid, do hereby certify that Theodore L. Diamond and C. W. Diamond

personally known to me to be the same persons whose names are, respectively as _____ President and Secretary of T.L. Diamond & Co., Inc. Company, a corporation of the State of New York, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of December, 1987.

My Commission Expires Oct. 31, 1988_____
Notary Public

HELEN EPSTEIN
Notary Public, State of New York
No. 03-8184500

Qualified in Bronx County

Commission Expires March 30, 1988

TO: ILLINOIS POWER COMPANY

As legal holder and owner of all of the notes or other evidences of indebtedness secured by mortgage or deed of trust, dated the _____ day of _____, 19____, recorded in the recorder's office of _____ County, Illinois, in book _____, page _____, as Document No. _____, the undersigned hereby consents and joins in the granting to said company of the within and foregoing right-of-way easement.

WITNESSED BY:

3063290

Dated _____

STATE OF ILLINOIS
MONTGOMERY COUNTY

JAN 15 1988

9:45

A

155

107

RECORDED

INDEXED

BOOK 121 PAGE 296

339708

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to T.L. Diamond and Company, Inc. hereinafter referred to as GRANTOR, by The City of Hillisburg, Illinois, a municipal corporation, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove utilities, including, but not limited to, waterline over, across and through the land of the GRANTOR situated in Montgomery County, state of Illinois, said land being described as follows:

Part of the Northeast Quarter of Section 12 and Part of the Southeast Quarter of Section 1 all in Township 8 North Range 4 West of the Third Principal Meridian, Montgomery County, Illinois, being a strip of land 20 feet in width immediately West of and adjacent to the roadway located on the East Section line of said Sections 12 and 1, and a strip of land 20 feet in width immediately East of and adjacent to said roadway.

together with the right of ingress and egress over the adjacent lands of the GRANTOR, its successors and assigns; for the purpose of this easement.

GRANTEE agrees to install a four inch tap with valve at a location specified by GRANTOR which will be approximately 50 to 100 feet South of GRANTOR'S number 2 furnace building.

GRANTEE shall also have the right to bore under GRANTOR'S railroad tracks within the above described easement for the purposes of installing, maintaining or replacing said utilities.

GRANTEE agrees to repair any damage to GRANTOR'S property which may result from the installation of said waterline. Further, GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, its successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this Friday day of Oct 22, 1993.

T.L. Diamond
Theodore P. Diamond, President

ATTEST:

Paul C. ...
Secretary

Jan. 8. 2009 2:23PM

JERSEY COUNTY RECORDER OF DEEDS

No. 4472 P. 33

121 297

STATE OF NEW YORK
Jersey COUNTY

ss.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Theodore L. Diamond personally known to me to be the President of the Corporation who is the grantor, and ~~Alphonse~~ personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of October 1993.

Spina O'Connor
Notary Public

Prepared by:

BULLINGTON, WHITE, MCPHAIL
AND JARMAN, P.C.
127 N. Main, P.O. Box 190
Hillsboro, IL 61049
Telephone: (217) 832-3908

339708

OFFICIAL CERTIFICATION
Notary Public, State of New York
No. 21-251153
Qualified in Queens County
Commission Expires June 30, 1995

STATE OF ILLINOIS
MONTGOMERY COUNTY } ss.
Filed for Record

OCT 29 1993

Notary Public
Patricia M. Little
Chlorine J. Anderson

~~10-07-2004~~ Jan. 8. 2009^{AM} 2:24PM JERSEY COUNTY RECORDER OF DEEDS

200400022117 No. 4472 P. 34
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
10-07-2004 At 08:24 am.
ENVIR DISCL 33.00
DR Book 1029 Page 129 - 136

Instrument Book Page
~~200400022117~~ DR 1029 129

**ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY
(LEAKING UNDERGROUND
STORAGE TANK
ENVIRONMENTAL NOTICE)**

Jan. 8. 2009^{PM} 2:24PM JERSEY COUNTY RECORDER OF DEEDS

No. 4472 P. 35

Instrument Book Page
200400022117 DR 1029 130



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276, 217-782-3397
JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH, SUITE 11-300, CHICAGO, IL 60601, 312-814-6026

ROD R. BLAGOJEVICH, GOVERNOR

RENÉE CIPRIANO, DIRECTOR

RECORDING REQUIREMENTS FOR NO FURTHER REMEDIATION LETTERS

Introduction

The Illinois Environmental Protection Agency's (Illinois EPA) Bureau of Land/Leaking Underground Storage Tank Section issues a No Further Remediation (NFR) Letter after a demonstration of compliance with Title XVI of the Environmental Protection Act and applicable regulations is made. The NFR Letter signifies that: (1) all statutory and regulatory corrective action requirements applicable to the occurrence have been complied with, (2) all corrective action concerning the remediation of the occurrence has been completed, and (3) no further corrective action concerning the occurrence is necessary so long as the site is used in accordance with the terms and conditions of the NFR Letter.

Significance

When properly recorded, the NFR Letter holds legal significance for all applicable parties outlined at Section 57.10(d) of the Environmental Protection Act. (See 415 ILCS 5/57.10(d).) If not properly recorded, the Illinois EPA will take steps to void the NFR Letter in accordance with the regulations.

Duty to Record

The duty to record the NFR Letter is *mandatory*. You must submit the NFR Letter, with a copy of any applicable institutional controls proposed as part of a corrective action completion report, to the Office of the Recorder or the Registrar of Titles of the county in which the site is located *within 45 days after receipt of the NFR Letter*. You must record the NFR Letter and any attachments. The NFR Letter shall be filed in accordance with Illinois law so that it forms a permanent part of the chain of title to ensure current and future users of the property will be informed of the conditions and terms of approval including level of remediation; land use limitations; and preventive, engineering, and institutional controls. A certified or otherwise accurate and official copy of the NFR Letter and any attachments, as recorded, must be submitted to the Illinois EPA. Failure to record the NFR Letter in accordance with the regulations will make the NFR Letter voidable.

For More Information

Please refer to Tiered Approach to Corrective Action Objectives (TACO) Fact Sheet 3 available from the Illinois EPA by calling 1-888-299-9533 or by accessing it on the Illinois EPA Web site at <http://www.epa.state.il.us/land/taco/3-no-further-remediation-letters.html>.

ROCKFORD - 4302 North Main Street, Rockford, IL 61103 - (815) 987-7760 • DES PLAINES - 9511 W. Harrison St., Des Plaines, IL 60016 - (847) 294-4000
ELGIN - 395 South State, Elgin, IL 60123 - (847) 608-3131 • PEORIA - 3413 N. University St., Peoria, IL 61614 - (309) 693-3463
BUREAU OF LAND - PEORIA - 7520 N. University St., Peoria, IL 61614 - (309) 693-3462 • CHAMPAIGN - 2125 South First Street, Champaign, IL 61820 - (217) 278-5800
SPRINGFIELD - 4300 S. Sixth Street Rd., Springfield, IL 62706 - (217) 786-6892 • COLLINSVILLE - 2009 Mall Street, Collinsville, IL 62234 - (618) 346-3120
MASON - 2309 W. Main St., Suite 116, Mason, IL 62959 - (618) 993-7200

PRINTED ON RECYCLED PAPER

Jan. 8. 2009² 2:25PM

JERSEY COUNTY RECORDER OF DEEDS

No. 4472 P. 36

Instrument Book Page
200400022117 OR 1029 131

PREPARED BY:

Name: Eagle Zinc Company
Thomas Youngless

Address: 218 Industrial Drive
Hillsboro, Illinois

RETURN TO:

Name: Eagle Zinc Company
Thomas Youngless

Address: 721 W. Fairground Ave
Hillsboro, Illinois 62049

(THE ABOVE SPACE FOR RECORDER'S OFFICE)

LEAKING UNDERGROUND STORAGE TANK ENVIRONMENTAL NOTICE

THE OWNER AND/OR OPERATOR OF THE LEAKING UNDERGROUND STORAGE TANK SYSTEM(S) ASSOCIATED WITH THE RELEASE REFERENCED BELOW, WITHIN 45 DAYS OF RECEIVING THE NO FURTHER REMEDIATION LETTER CONTAINING THIS NOTICE, MUST SUBMIT THIS NOTICE AND THE REMAINDER OF THE NO FURTHER REMEDIATION LETTER TO THE OFFICE OF THE RECORDER OR REGISTRAR OF TITLES OF MONTGOMERY COUNTY IN WHICH THE SITE DESCRIBED BELOW IS LOCATED.

Illinois EPA Number: 1358070001

LUST Incident No.: 980880

Eagle Zinc Company, the owner and/or operator of the leaking underground storage tank system(s) associated with the above-referenced incident, whose address is 721 W. Fairground Ave, Hillsboro, Illinois 62049, has performed investigative and/or remedial activities for the site identified as follows:

1. Legal Description or Reference to a Plat Showing the Boundaries: see attached
2. Common Address: 218 Industrial Drive, Hillsboro, Illinois
3. Real Estate Tax Index/Parcel Index Number: 08-100-018-00
4. Site Owner: T.L. Diamond & Company Inc.
5. Land Use Limitation: There are no land use limitations.
6. See the attached No Further Remediation Letter for other terms.

BB

Attachment: Legal Description

Leaking Underground Storage Tank Environmental Notice

Jan. 8. 2009¹² 2:25PM

JERSEY COUNTY RECORDER OF DEEDS

No. 4472 P. 37

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276, 217-782-3397
JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH, SUITE 11-300, CHICAGO, IL 60601, 312-814-6026

ROD R. BLAGOJEVICH, GOVERNOR

RENEE CIPRIANO, DIRECTOR

217/782-6762

CERTIFIED MAIL

7002 3150 0000 1113 5663

AUG 31 2004

Eagle Zinc Company
Thomas Youngless
P.O. Box 340
Hillsboro, Illinois 62049

Re: LPC #1358070001 - Montgomery County
Hillsboro / Eagle Zinc Company
218 Industrial Drive
LUST Incident No. 980880
LUST Technical File

Dear Mr. Youngless:

The Illinois Environmental Protection Agency (Illinois EPA) has reviewed the Low Priority Corrective Action Completion Report submitted for the above-referenced incident. This information is dated April 27, 2004 and was received by the Illinois EPA on May 3, 2004. Citations in this letter are from the Environmental Protection Act (Act) and 35 Illinois Administrative Code (35 Ill. Adm. Code).

The Low Priority Groundwater Monitoring Completion Report and associated professional certification indicate groundwater sampling results do not confirm an exceedance of applicable indicator contaminant groundwater quality standards or groundwater objectives as a result of the underground storage tank release in accordance with Section 57.7(c)(2)(D) of the Act and 35 Ill. Adm. Code 732.403(e).

Based upon the certification by Michael McGavock, a Licensed Professional Engineer, and pursuant to Section 57.10 of the Act (415 ILCS 5/57.10), your request for a no further remediation determination is granted under the conditions and terms specified in this letter.

Issuance of this No Further Remediation Letter (Letter), based on the certification of the Licensed Professional Engineer, signifies that: (1) all statutory and regulatory corrective action requirements applicable to the occurrence have been complied with; (2) all corrective action concerning the remediation of the occurrence has been completed; and (3) no further corrective action concerning the occurrence is necessary for the protection of human health, safety, and the

ROCKFORD - 4302 North Main Street, Rockford, IL 61103 - (815) 967-7760 • DES PLAINES - 9311 W. Harrison St., Des Plaines, IL 60016 - (847) 294-4000
ELGIN - 593 South State, Elgin, IL 60123 - (847) 608-3131 • PEORIA - 3415 N. University St., Peoria, IL 61614 - (309) 593-5463
BUREAU OF LAND - PEORIA - 7620 N. University St., Peoria, IL 61614 - (309) 593-3462 • CHAMPAIGN - 2125 South First Street, Champaign, IL 61820 - (217) 278-5800
SPRINGFIELD - 4300 S. Sixth Street Rd., Springfield, IL 62706 - (217) 785-6892 • COUPELVILLE - 2009 Main Street, Cullinaville, IL 62234 - (618) 346-5120
MARION - 2309 W. Main St., Suite 116, Marion, IL 62959 - (618) 993-7200

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Page 2

environment. Pursuant to Section 57.10(d) of the Act, this Letter shall apply in favor of the following parties:

1. Eagle Zinc Company, the owner or operator of the underground storage tank system(s).
2. Any parent corporation or subsidiary of such owner or operator.
3. Any co-owner or co-operator, either by joint tenancy, right-of-survivorship, or any other party sharing a legal relationship with the owner or operator to whom the Letter is issued.
4. Any holder of a beneficial interest of a land trust or inter vivos trust whether revocable or irrevocable.
5. Any mortgagee or trustee of a deed of trust of such owner or operator.
6. Any successor-in-interest of such owner or operator.
7. Any transferee of such owner or operator whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest.
8. Any heir or devisee of such owner or operator.

This Letter and all attachments, including but not limited to the Leaking Underground Storage Tank Environmental Notice, must be filed within 45 days of receipt as a single instrument with the Office of the Recorder or Registrar of Titles in the county in which the above-referenced site is located. This Letter shall not be effective until officially recorded by the Office of the Recorder or Registrar of Titles of the applicable county in accordance with Illinois law so it forms a permanent part of the chain of title for the above-referenced property. Within 30 days of this Letter being recorded, an accurate and official copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA. For recording purposes, it is recommended that the Leaking Underground Storage Tank Environmental Notice of this Letter be the first page of the instrument filed.

CONDITIONS AND TERMS OF APPROVAL

LEVEL OF REMEDIATION AND LAND USE LIMITATIONS

1. Remediation objectives for the above-referenced site, more particularly described in the Leaking Underground Storage Tank Environmental Notice of this Letter, were not established because the site is classified as Low Priority, as identified in Section 57.7(b)(4) of the Act and 35 Ill. Adm. Code 732.303.

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2. As a result of the release from the underground storage tank system(s) associated with the above-referenced incident, the above-referenced site, more particularly described in the attached Leaking Underground Storage Tank Environmental Notice of this Letter, shall not be used in a manner inconsistent with the following land use limitation: There are no land use limitations.
3. The land use limitation specified in this Letter may be revised if:
 - a. Further investigation or remedial action has been conducted that documents the attainment of objectives appropriate for the new land use; and
 - b. A new No Further Remediation Letter is obtained and recorded in accordance with Title XVII of the Act and regulations adopted thereunder.

PREVENTIVE, ENGINEERING, AND INSTITUTIONAL CONTROLS

4. Preventive: None.

Engineering: None.

Institutional: This Letter shall be recorded as a permanent part of the chain of title for the above-referenced site, more particularly described in the attached Leaking Underground Storage Tank Environmental Notice of this Letter.

5. Failure to establish, operate, and maintain controls in full compliance with the Act, applicable regulations, and the approved Corrective Action Plan, if applicable, may result in voidance of this Letter.

OTHER TERMS

6. Any contaminated soil or groundwater removed or excavated from, or disturbed at, the above-referenced site, more particularly described in the Leaking Underground Storage Tank Environmental Notice of this Letter, must be handled in accordance with all applicable laws and regulations under 35 Ill. Adm. Code Subtitle G.
7. Further information regarding the above-referenced site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to:

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Illinois Environmental Protection Agency
Attention: Freedom of Information Act Officer
Bureau of Land - #24
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

8. Pursuant to 35 Ill. Adm. Code 732.704, should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide notice to the owner or operator of the leaking underground storage tank system(s) associated with the above-referenced incident and the current title holder of the real estate on which the tanks were located, at their last known addresses. The notice shall specify the cause for the voidance, explain the provisions for appeal, and describe the facts in support of the voidance. Specific acts or omissions that may result in the voidance of this Letter include, but shall not be limited to:
- a. Any violation of institutional controls or industrial/commercial land use restrictions;
 - b. The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan;
 - c. The disturbance or removal of contamination that has been left in-place in accordance with the Corrective Action Plan or Completion Report;
 - d. The failure to comply with the recording requirements for the Letter;
 - e. Obtaining the Letter by fraud or misrepresentation; or
 - f. Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment.

Submit an accurate and official copy of this Letter, as recorded, to:

Illinois Environmental Protection Agency
Bureau of Land - #24
Leaking Underground Storage Tank Section
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

Page 5

If you have any questions or need further assistance, please contact Brian Bauer at 217/782-3335.

Sincerely,



Harry A. Chappel, P.E.
Unit Manager
Leaking Underground Storage Tank Section
Division of Remediation Management
Bureau of Land

HAC:BB\

Attachments: Leaking Underground Storage Tank Environmental Notice

cc: Philip Service Corporation
Division File

200400022650
 Filed for Record in
 MONTGOMERY COUNTY, IL
 SANDY LEITHEISER
 11-03-2004 At 08:12 am.
 MISCELLANEOUS 32.00
 OR Book 1034 Page 151 - 157

Instrument Book Page
 200400022650 OR 1034 151

ENVIRONMENTAL DEED RESTRICTION

THIS ENVIRONMENTAL DEED RESTRICTION, is made this 2nd day of November, 2004, by T.L. Diamond and Company Inc. ("Diamond") on the real property known as:

Tract 1: Part of the southeast quarter (SE $\frac{1}{4}$) of Section 1, Township 8 North, Range 4 West, Third Principal Meridian, Montgomery County, Illinois, described as follows:

Beginning at an iron pin found at the northeast corner of said S.E. $\frac{1}{4}$, Sec. 1, being at the intersection of two public roads, thence S 0 01' 03" W along the east line of the Section, also being along the center of Township Road 212 (T.R. 212), a distance of 495.06 feet to an iron pin; thence S 89 09' 03" W, 1757.88 feet to an iron pin; thence N 0 13' 38" W, 495.03 feet to an iron pin on the north line of said S.E. $\frac{1}{4}$, Section 1, also being on the centerline of Smith Road; thence N 89 09' 03" E along said north line and said road, a distance of 1759.99 feet to the point of beginning (P.O.B.) containing 20.00 acres, more or less.

Tract 2: Part of the southeast quarter (S.E. $\frac{1}{4}$) of Section 1 and the northeast quarter (NE $\frac{1}{4}$) of Section 12, Township 8 North, Range 4 West and part of the southwest quarter of Section 6, Township 8 North, Range 3 West, Third principal meridian, Montgomery County, Illinois, described as follows:

Commencing at an iron pin found at the northeast corner of said S.E. $\frac{1}{4}$, Sec. 1, thence S 0 01' 03" W along the east line of the section, being the centerline of Township Rd. 212 (T.R. 212), a distance of 495.06 feet for a point of beginning (P.O.B.) thence continuing along said line, S 0 01' 03" W, 825.75 feet to an iron pin; thence S 29 42' 23" E, 1067.63 feet to the centerline of the abandoned C.C.C. & St. L. R.R. (Conrail); thence S 52 17' 20" W along said centerline 129.14 feet to an iron pin set at the point of curvature of a 2 curve to the right of said railroad; thence continuing along the railroad centerline on a series of chords, with iron pins at each line change, the first chord being S 54 22' 13" W, 207.97 feet; thence S 59 26' 55" W 299.88 feet; thence S 65 27' 09" W, 299.78 feet; thence S 71 27' 00" W, 299.84 feet; thence S 77 26' 51" W, 299.81 feet; thence S 83 06' 41" W 266.85 feet; thence S 86

46°43" W, 100.00 feet to the point of tangency of the railroad curve; thence continuing along the centerline of the railroad S 87°46'53" W, tangent to said curve, a distance of 1416.74 feet to the intersection of the railroad centerline and the west line of said N.E. ¼, Sec. 12; thence N 1°06'42" W along said west line, 49.51 feet to a chiseled X on the north right of way line of the railroad; thence continuing along said west line N 1°06'42" W, 262.29 feet to an iron pin found at the corner between the N.E. ¼, Sec. 12 and the S.E. ¼, Sec. 1; thence continuing N 1°06'42" W along the west line of the S.E. ¼, Sec. 1, 303.32 feet to an iron pin on the south right of way line of East Water Street; thence N 89°23'13" E along said right of way, 30.00 feet to an iron pin at the southeast corner of East Water Street and Larkin Street; thence N 1°06'42" W along the east line of Larkin Street, 42.74 feet to an iron pin; thence N 89°52'04" E, 256.15 feet to an iron pin; thence N 5°09'55" E, 102.05 feet to an iron pin; thence N 89°50'42" E, 559.97 feet to an iron pin; thence N 0°13'38" W, 884.80 feet to an iron pin on the north right of way line of Bralley Street; thence N 89°57'04" E along said line, 39.30 feet to an iron pin; then N 0°13'38" W, 810.80 feet to an iron pin which marks the southwest corner of Tract 1, as described above; thence N 89°09'03" E, 1757.88 feet to the point of beginning, containing 117.15 acres, more or less, excepting therefrom a strip of right of way 49.5 feet wide north of centerline of the abandoned centerline as described herein, said exception being 3.76 acres, more or less, thus leaving 113.39 acres, more or less, as the total for Tract 2. (Hereinafter referred to as the "Property".)

WHEREAS, the Property is the subject of a Remedial Investigation ("RI") and Feasibility Study ("FS") pursuant to an Administrative Order by Consent ("AOC") effective December 31, 2001.

WHEREAS, the RI/FS requires consideration and evaluation of the reasonably anticipated future use of the Property in evaluating remedial alternatives for the Property.

WHEREAS, the parties to the AOC, including Diamond, wish to confirm the expectation that the Property will not be used in the future for residential purposes.

WHEREAS, 40 C.F.R. § 300.430 provides for the use of an institutional control in order to impose land use limitations or requirements related to environmental contamination as part of an approved remedial alternative.

NOW, THEREFORE, the recitals set forth above are incorporated by reference as if fully set forth herein, and Diamond provides as follows:

Section One. Diamond does hereby establish this Environmental Deed Restriction on the real estate, situated in the County of Montgomery, State of Illinois and further described above.

Section Two. Diamond represents and warrants it is the current owner of the Property and has the authority to record this Environmental Deed Restriction on the chain of title for the Property with the Office of the Recorder or Registrar of Titles in Montgomery County, Illinois.

Section Three. The Property shall only be used for commercial and/or industrial activity, and shall not be used for any residences, hospitals, educational institutions, or day care centers. Notice to any person to whom Diamond sells or leases the Property or any portion of the Property of the restrictions outlined in this Environmental Deed Restriction shall be included in any document by which any portion of the Property is sold or leased.

All leases, grants, and other written transfers of any interest in the Property shall contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate, any of the conditions of this Environmental Deed Restriction.

Section Four. This Environmental Deed Restriction is binding on Diamond, its heirs, grantees, successors, assigns, transferees and any other owner, occupant, lessee, possessor or user of the Property or the holder of any portion thereof or interest therein during: (a) the period of their respective ownership, occupancy, lease, possession or use of the Property; and (b) thereafter, but only to the extent that they fail to include in all leases, grants, and other written transfers of any interest in the Property to which they are a party a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate, any of the conditions of this Environmental Deed Restriction. If, pursuant to a cleanup decision issued by U.S. EPA, the Property is remediated to a level consistent with residential use, and if that residential cleanup is approved by U.S. EPA, Diamond may remove this Environmental Deed Restriction upon written notice to U.S. EPA. Otherwise, the use restrictions shall continue in perpetuity until

and unless U.S. EPA approves a modification or rescission of the restrictions. U.S. EPA may modify or terminate, in whole or in part, the restrictions set forth in Section 3 in writing, as authorized by law. The owner of the Property may seek to modify or terminate, in whole or in part, the restrictions set forth in Section 3 by submitting to U.S. EPA, and, to Diamond if it is no longer the owner of the Property, a written application that identifies each such restriction to be terminated or modified, describes the terms of each proposed modification, and provides any proposed revisions to this notice and any proposed changes to the environmental easement and restrictive covenants applicable to the Property. Each application for termination or modification of any restriction set forth in Section 3 shall include a demonstration by the owner of the Property that the requested termination or modification will not interfere with, impair or reduce:

- a) the effectiveness of any remedial measures undertaken pursuant to the AOC;
- b) the long term protectiveness of the Remedial Action; or
- c) protection of human health and the environment.

If U.S. EPA, after appropriate consultation with Diamond, makes a determination that an application has made the demonstration required by this paragraph, U.S. EPA will notify the owner of the Property in writing. If U.S. EPA does not respond in writing within 90 days to an application to modify or terminate any restrictions, U.S. EPA shall be deemed to have denied owner's application. Any approved modification of the use restrictions shall not take effect until it is recorded with the Office of the Recorder or Registrar of Titles, Montgomery County, Illinois.

Section Five. The effective date of this Environmental Deed Restriction shall be the date that it is officially recorded in the chain of title for the Property to which it applies.

Section Six: Any request, notice or other communication to U.S. EPA or Diamond related to this Environmental Deed Restriction shall be delivered in writing to:

United State Environmental Protection Agency
Region 5
Superfund Division
77 West Jackson Blvd.
Chicago, Illinois 60604-3590
Attn.: Eagle Zinc Site Project Manager

T.L. Diamond & Company, Inc.
30 Rockefeller Plaza
28th Floor
New York, NY 10112

John M. Lx, Esq.
Dechert LLP
4000 Bell Atlantic Tower
1717 Arch Street
Philadelphia, PA 19103

WITNESS the following signatures on this 2nd day of November, 2004.

T.L. DIAMOND & COMPANY, INC.

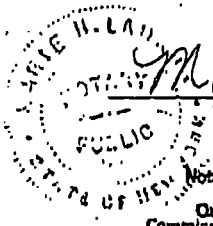
By: Theodore Diamond
Theodore Diamond, President

STATE OF NEW YORK)
COUNTY OF NEW YORK)

) ss.

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY, that THEODORE DIAMOND personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notary seal, this 2nd day of November A.D. 2004.



Marie H. La Marr
Notary Public

MARIE H. LA MARR
Notary Public, State of New York
No. 31-4698639
Qualified in New York County
Commission Expires 11/30/2005

PREPARED BY:
BARBARA ADAMS, BSQ.
ADAMS & WILSON, P. C.
109 SOUTH MAIN STREET
POST OFFICE BOX 38
HILLSBORO, IL 62049
217-532-2552

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UNIVERSITY MICROFILMS
SERIALS ACQUISITION

PHS 3 1 241

RECEIVED
JAN 11 2009
JERSEY COUNTY RECORDER OF DEEDS